



**STATE OF IOWA**  
**MASTER AGREEMENT**  
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 04-01-2008  
 EXPIRATION DATE: 09-30-2009  
 PAGE: 1 of 6

**VENDOR:**

**McKesson Medical Surgica**  
**8121 10th Ave N**

**Golden Valley, MN 55427**  
**USA**

**VENDOR CONTACT:**

Marsha Chevalier

PHONE: 800-328-8111 EXT: 6927

EMAIL: governmentsales@mckesson.com

**ISSUER:**

JEANETTE CHUPP

PHONE: 515-281-6288

EMAIL: Jeanette.Chupp@iowa.gov

FOB FOB Dest, Freight Prepaid

**Contract For: Medical Products at MMCAP Pricing**

The parties agree to comply with the terms and conditions on the following attachments which are by this reference made a part of the Agreement.

Attachment 1: General Terms and Conditions for goods contracts posted at: [http://das.gse.iowa.gov/terms\\_goods.pdf](http://das.gse.iowa.gov/terms_goods.pdf)

Attachment 2: MMCAP Contract Release M-487(5) dated March 9, 2009, on file with the Dept. of Administrative Services.

**Discount Description:**

-- Discount schedule and pricing per MMCAP competitive procurement Contract No. 432344

Payment Terms: Net 30, Delivery: 3 days ARO, Minimum Order: None

Freight Charges: FOB Destination (no freight charges invoiced) for regular delivery

E-Mail Orders to: governmentsales.mckesson.com

Government Sales Contact(s):

Tony Nudo, Sales Mgr., E-Mail: tony.nudo@mckesson.com

Therese Mugge, Contract Administration, E-Mail: therese.mugge@redline.mckhboc.com

Marsha Chevalier at phone 763-595-6927 or 800-328-8111 ext.6927 or FAX 866-310-9325 or E-Mail address:

Marsha.Chevalier@redline.mckhboc.com

**RENEWAL OPTIONS**

FROM 10-01-2009 TO 09-30-2010

**AUTHORIZED DEPARTMENT**

ALL

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
		Iowa Dept. of Administrative Services	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
		Jeanette Chupp	March 19, 2009
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
		Jeanette Chupp	
Address		Address	
		1305 E. Walnut, Des Moines, Iowa	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	47555	Medical Examination Equipment and Supplies (Not Otherwise Cl Medical Examination Equipment and Supplies (Not Otherwise Cl	\$0.000000 \$0.000000
2	0.00000	46548	Hospital and Surgical Equipment and Accessories (Not Otherwi Hospital and Surgical Equipment and Accessories (Not Otherwi	\$0.000000 \$0.000000
3	0.00000	345	FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES (EXCEPT NUCLEAR FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES (EXCEPT NUCLEAR	\$0.000000 \$0.000000
4	0.00000	475	HOSPITAL, SURGICAL, AND MEDICAL RELATED ACCESSORIES AND SUND HOSPITAL, SURGICAL, AND MEDICAL RELATED ACCESSORIES AND SUND	\$0.000000 \$0.000000
5	0.00000	41003	Beds and Mattresses, Hospital Specialized: Air Beds, Intensi Beds and Mattresses, Hospital Specialized: Air Beds, Intensi	\$0.000000 \$0.000000
6	0.00000	41012	Carts: Dressing, Laboratory, Medication, Patient Tray, Resus Carts: Dressing, Laboratory, Medication, Patient Tray, Resus	\$0.000000 \$0.000000
7	0.00000	41072	Tables, Examination; and Accessories Tables, Examination; and Accessories	\$0.000000 \$0.000000
8	0.00000	43568	Skin Cleansers: Emollient, Nonalkaline, etc. Skin Cleansers: Emollient, Nonalkaline, etc.	\$0.000000 \$0.000000
9	0.00000	47517	Catheters and Urinary Drainage Systems, Plastic and Rubber Catheters and Urinary Drainage Systems, Plastic and Rubber	\$0.000000 \$0.000000
10	0.00000	47534	Disposal Systems, Nonreusable (For Blades, Hospital Waste Co Disposal Systems, Nonreusable (For Blades, Hospital Waste Co	\$0.000000 \$0.000000
11	0.00000	46502	Anesthesia and Respiration Equipment, Hospital: Controls, Ga Anesthesia and Respiration Equipment, Hospital: Controls, Ga	\$0.000000 \$0.000000
12	0.00000	4650710	BLOOD CHEMISTRY EQUIPMENT BLOOD CHEMISTRY EQUIPMENT	\$0.000000 \$0.000000
13	0.00000	46511	Blood Pressure and Blood Flow Detection Equipment: Dopplers,	\$0.000000 \$0.000000



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			Blood Pressure and Blood Flow Detection Equipment: Dopplers,	
14	0.00000	46522		\$0.000000
				\$0.000000
			Diagnostic Equipment, Computerized: Plethysmographs, Spirome	
			Diagnostic Equipment, Computerized: Plethysmographs, Spirome	
15	0.00000	46525		\$0.000000
				\$0.000000
			Diagnostic Equipment, Electronic (Not Otherwise Itemized)	
			Diagnostic Equipment, Electronic (Not Otherwise Itemized)	
16	0.00000	46560		\$0.000000
				\$0.000000
			Monitoring Systems, All Types (Hospital and Patient)	
			Monitoring Systems, All Types (Hospital and Patient)	
17	0.00000	4656750		\$0.000000
				\$0.000000
			ORTHOPEDIC EQUIPMENT, MISCELLANEOUS	
			ORTHOPEDIC EQUIPMENT, MISCELLANEOUS	
18	0.00000	46582		\$0.000000
				\$0.000000
			Rehabilitation Equipment and Supplies (For Hydrotherapy, Phy	
			Rehabilitation Equipment and Supplies (For Hydrotherapy, Phy	
19	0.00000	46590		\$0.000000
				\$0.000000
			Sterilizing Equipment, Hospital and Research: Autoclaves and	
			Sterilizing Equipment, Hospital and Research: Autoclaves and	
20	0.00000	46595		\$0.000000
				\$0.000000
			Vaporizers, Humidifiers, and Nebulizers (Including Room Size	
			Vaporizers, Humidifiers, and Nebulizers (Including Room Size	
21	0.00000	47509		\$0.000000
				\$0.000000
			Bandages (All Types), Adhesive Tapes, Dressings, Plaster of	
			Bandages (All Types), Adhesive Tapes, Dressings, Plaster of	
22	0.00000	47550		\$0.000000
				\$0.000000
			Lancets, Blood	
			Lancets, Blood	
23	0.00000	47564		\$0.000000
				\$0.000000
			Paper Goods: Diapers, Medication Blister Cards, Pillow Cases	
			Paper Goods: Diapers, Medication Blister Cards, Pillow Cases	
24	0.00000	47574		\$0.000000
				\$0.000000
			Sets, Procedural, Disposable: Catheter Care, Enema, Irrigati	
			Sets, Procedural, Disposable: Catheter Care, Enema, Irrigati	
25	0.00000	4757713		\$0.000000
				\$0.000000
			BAGS, BIOHAZARD, INFECTIOUS WASTE	
			BAGS, BIOHAZARD, INFECTIOUS WASTE	
26	0.00000	47582		\$0.000000
				\$0.000000



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			Syringes, Hypodermic and Irrigation (Disposable), and Hypode Syringes, Hypodermic and Irrigation (Disposable), and Hypode	
27	0.00000		4758244	\$0.000000 \$0.000000
			VACUTAINER NEEDLES, STERILE, DISPOSABLE VACUTAINER NEEDLES, STERILE, DISPOSABLE	
28	0.00000		47588	\$0.000000 \$0.000000
			Utensils, Sickroom: Aluminum, Enamelware, Stainless Steel, e Utensils, Sickroom: Aluminum, Enamelware, Stainless Steel, e	
29	0.00000		47595	\$0.000000 \$0.000000
			Vacuum Blood-Collecting Sets (Tubes, Tube-Holders, and Needl Vacuum Blood-Collecting Sets (Tubes, Tube-Holders, and Needl	
30	0.00000		470	\$0.000000 \$0.000000
			HOSPITAL, NURSING HOME OR RESIDENTIAL SPECIALIZED EQUIPMENT HOSPITAL, NURSING HOME OR RESIDENTIAL SPECIALIZED EQUIPMENT	
31	0.00000		47013	\$0.000000 \$0.000000
			Anatomical Braces and Supports: Arm Slings, Back Supports, T Anatomical Braces and Supports: Arm Slings, Back Supports, T	
32	0.00000		47020	\$0.000000 \$0.000000
			Commode Chairs and Shower Chairs Commode Chairs and Shower Chairs	
33	0.00000		47060	\$0.000000 \$0.000000
			Restraint and Protection Items: Crib Nets, Foam Helmets, Jac Restraint and Protection Items: Crib Nets, Foam Helmets, Jac	
34	0.00000		47541	\$0.000000 \$0.000000
			Gloves and Finger Cots, Medical Type Gloves and Finger Cots, Medical Type	
35	0.00000		4754128	\$0.000000 \$0.000000
			GLOVES, EXAMINATION, DISPOSABLE, LATEX, MEDICAL GRADE, NON-S GLOVES, EXAMINATION, DISPOSABLE, LATEX, MEDICAL GRADE, NON-S	
36	0.00000		4754139	\$0.000000 \$0.000000
			GLOVES, EXAMINATION, POWDER FREE, SYNTHETIC GLOVES, EXAMINATION, POWDER FREE, SYNTHETIC	
37	0.00000		4754148	\$0.000000 \$0.000000
			GLOVES, EXAMINATION, NITRILE, IMPERVIOUS TO BLOOD & BODY FLU GLOVES, EXAMINATION, NITRILE, IMPERVIOUS TO BLOOD & BODY FLU	
38	0.00000		4754150	\$0.000000 \$0.000000
			GLOVES, EXAMINATION, SYNTHETIC, NON-LATEX, NON-STERILE, LOW GLOVES, EXAMINATION, SYNTHETIC, NON-LATEX, NON-STERILE, LOW	
39	0.00000		4754155	\$0.000000 \$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			GLOVES, EXAMINATION, VINYL, PEEL PACK, STERILE, DISPOSABLE	
			GLOVES, EXAMINATION, VINYL, PEEL PACK, STERILE, DISPOSABLE	



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**TERMS AND CONDITIONS**

**Terms & Conditions Goods**

The parties agree to comply with the terms and conditions on the following web site which are by this reference made a part of the Agreement.

General Terms and Conditions for goods contracts are posted at: [http://das.gse.iowa.gov/terms\\_goods.pdf](http://das.gse.iowa.gov/terms_goods.pdf)



*McKesson*

McKesson ... March 2009

MMCAP

State of Iowa, Department Name	City	McKesson Account No.	McKesson Sales Representative	McKesson Sales Rep. Phone No.	McKesson Sales Rep. E-Mail Address
Iowa Department of Administrative Services - Gen	Des Moines		Tony Nudo	630-945-7018	tony.nudo@mckesson.com
Iowa Department of Public Defense	Des Moines		Jesse Baker	515-556-3426	Jesse.Baker@McKesson.com
Iowa Department of Public Health	Des Moines	123066	Jesse Baker	515-556-3426	Jesse.Baker@McKesson.com
Cherokee Mental Health Institute	Cherokee	13074	Kent Hayek	612-868-4875	Kent.Hayek@McKesson.com
Clarinda Mental Health Institute	Clarinda	13064	Kent Hayek	612-868-4875	Kent.Hayek@McKesson.com
Clarinda Correctional Facility	Clarinda	13064	Kent Hayek	612-868-4875	Kent.Hayek@McKesson.com
State Training School	Eldora	3805285	Jim Loes	319-551-2216	Jim.Loos@McKesson.com
Mt Pleasant Correctional Facility	Mt Pleasant	121616	Steve Donahue	319-430-7836	Steve.Donahue@McKesson.com
Mt Pleasant Mental Health	Mt Pleasant	121616	Steve Donahue	319-430-7836	Steve.Donahue@McKesson.com
Fort Dodge Correctional Facility	Fort Dodge	122101	Jim Loes	319-551-2216	Jim.Loos@McKesson.com
Iowa State Penitentiary	Fort Madison	122205	John Zuber	319-560-0299	John.Zuber@McKesson.com
Glenwood Resource Center #91	Glenwood	12937	Kent Hayek	612-868-4875	Kent.Hayek@McKesson.com
Mental Health Institute	Independence	13066	Kent Hayek	612-868-4875	Kent.Hayek@McKesson.com
Iowa Veterans Home	Marshalltown	13027	Kent Hayek	612-868-4875	Kent.Hayek@McKesson.com
North Central Correctional Facility	Rockwell City	197776	Jim Loes	319-551-2216	Jim.Loos@McKesson.com
Iowa Juvenile Home	Toledo	122174	Steve Donahue	319-430-7836	Steve.Donahue@McKesson.com
Woodward Resource Center	Woodward	23310	Kent Hayek	612-868-4875	Kent.Hayek@McKesson.com
Iowa Department of Public Safety	Des Moines		Jesse Baker	515-556-3426	Jesse.Baker@McKesson.com
Iowa Medical & Classification Center	Coralville	182152	John Zuber	319-560-0299	John.Zuber@McKesson.com
Newton Correctional Facility	Newton	121885	John Zuber	319-560-0299	John.Zuber@McKesson.com
Anamosa State Penitentiary	Anamosa	123828	Jim Loes	319-551-2216	Jim.Loos@McKesson.com
Iowa Correctional Institute for Women	Mitchellville	122177	Jim Loes	319-551-2216	Jim.Loos@McKesson.com
Iowa Dept. Public Health, Medical Examiner	Ankeny		Bob Schmeling	515-778-5445	Bob.Schmeling@McKesson.com
Iowa Homeland Security, Emerg Mgmt.	Des Moines		Tony Nudo	630-945-7018	tony.nudo@mckesson.com
Emergency Management Offices ...	Counties in the State		Tony Nudo	630-945-7018	tony.nudo@mckesson.com

# Admin Minnesota

## Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.

### CONTRACT RELEASE: M-487(5)

**DATE:** MARCH 9, 2009

**PRODUCT/SERVICE:** MEDICAL SUPPLIES, SERVICES AND BARCODE EQUIPMENT

**CONTRACT PERIOD:** APRIL 1, 2004, TO SEPTEMBER 30, 2009

**EXTENSION OPTIONS:** NONE

**MMCAP CONTACT:** DOROTHY JOHNSON

**PHONE:** 651.201.2417 **E-MAIL:** dorothea.johnson@state.mn.us

**WEB SITE:** www.mmd.admin.state.mn.us

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>PHYSICIANS SALES &amp; SERVICE (PSS)</b> 12999 Wilfred Lane, Suite 250 Rogers, MN 55374	<b>432345</b>	<b>NET 30</b>	<b>3 DAYS ARO FOB Destination</b>

**VENDOR NO.:** 031872001 00 **SALES LEADER:** Bill Inman

**PHONE:** 763.428.2388 or 800.755.2203

**CUSTOMER SERVICE CONTACT:** Cindy Glunz

**FAX:** 763.428.9105

**E-mail:** [binman@pssd.com](mailto:binman@pssd.com) and [cglunz@pssd.com](mailto:cglunz@pssd.com)

**MMCAP Members:** Go to [www.mypss.com](http://www.mypss.com) follow links to your distribution center location and ask for Sales Leader.

**Corporate Contact:** Ed Burleson **E-mail:** [eburleson@pssd.com](mailto:eburleson@pssd.com) **PHONE:** 904.332.3159 **FAX:** 860.767.9453

**Corporate Address:** PSS World Medical 4345 Southpoint Blvd, Jacksonville, FL 32216

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC</b> 8121 10 <sup>th</sup> Ave North Golden Valley, MN 55427	<b>432344</b>	<b>Net 30</b>	<b>3 DAYS ARO</b>

**VENDOR NO.:** 189100000-00 **CONTACT:** Therese Mugge

**PHONE:** 763.595.6133 or 800.328.8111

**FAX:** 866.310.9325

**Email Order:** [government.sales@mckesson.com](mailto:government.sales@mckesson.com) **Info:** [therese.Mugge@redline.mckhboc.com](mailto:therese.Mugge@redline.mckhboc.com) [www.mckesson.com](http://www.mckesson.com)

**SCOPE.** This Contract is to provide medical supplies to State agencies, CPV members and MMCAP participants.

**CONTRACT USERS.** This Contract is available to State agencies, members of the State's Cooperative Purchasing Venture (CPV) program, and Minnesota Multistate Contract Alliance for Pharmacy (MMCAP) members at the same prices, terms, and conditions.

**STATE AGENCY CONTRACT USE.** This Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist listed above.



**ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. Minnesota State agencies should use a contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. CPV and MMCAP members should use their own ordering procedures. MMCAP members are to contact the local customer service number in their area.

## **SPECIAL TERMS AND CONDITIONS**

**PRICES.** Prices are firm through the first year. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

**DELIVERY.** Same day if ordered by 10:30 a.m. within 100 miles of a distribution facility, otherwise next day.

**PRODUCT SUBSTITUTION.** Distributor will not in any way cause, condone, or encourage the purchase substitution of an MMCAP facility-ordered product without the approval of the ordering MMCAP facility.

**CUSTOMER SERVICE.** Distributor has a customer service department at a toll-free number available to all MMCAP facilities for stock checks, product, or general information requests.

**DEFAULT OF VENDOR.** If an MMCAP facility has an immediate need for a product that distributor is unable to supply, the facility may buy an identical product on the open market. If the inability to supply exceeds 10 working days and is the fault of distributor, the MMCAP facility will deduct any excess cost resulting from an open market purchase as a credit from distributor's invoice. Note: It is distributor's responsibility to demonstrate that a backorder is the fault of the manufacturer and not distributor. Distributor may substitute with the MMCAP facility's permission.

**UNIFORMITY OF OFFER.** The Contract is not a limitation of distributor's ability to offer special discounts for periodic high-volume and equipment purchases.

**PURCHASE ORDER NUMBER ASSIGNMENT.** Ordering systems will allow for the input of an individual purchase order number, assigned by the MMCAP facility, for each order submitted.

**TOLL-FREE ORDER TRANSMISSION.** Distributor will provide toll-free order transmission service to all MMCAP facilities.

**ADDITIONAL SERVICES.** Distributor will make all services and products not mentioned in the RFP that are available to general customers, available to all MMCAP facilities.

**DELIVERY REFUSALS.** Distributor will at no time refuse to deliver to any MMCAP facility without notification to the MMCAP Office.

**SPECIAL HANDLING.** Distributor will provide all legally required documentation and special handling/packaging for transport of hazardous materials from Distributor to the using MMCAP facility.

**DELIVERY SITES.** Distributor will deliver to a single mutually agreeable site at each MMCAP facility. Upon the majority agreement of the MMCAP facility, MMCAP Office, and Distributor additional delivery sites may be added at an MMCAP facility.

**CONTRACT CHANGES.** Distributor can not make changes to the Contract with regard to price, manufacturer, or product without written approval from the MMCAP Office. Distributor will enter MMCAP Contract changes (additions, deletions, price changes, etc.) into the ordering system software of all distribution centers within 10 business days of the receipt of the MMCAP documents listing the products changes.

**REMOVAL OF PRODUCTS.** Distributor will not remove any MMCAP product from its ordering system without notifying the MMCAP Office in writing and receiving MMCAP approval in writing.

**MAINTENANCE SERVICE LEVEL.** Excluded from the service level calculations are items backordered or otherwise unavailable from the manufacturer, items not normally stocked by the responsible distribution center, partially filled lines (greater than 50 percent of the quantity ordered) which are reordered and completely filled within two days, and documented order-filling errors. Distributor will supply maintenance service level information upon the request of the MMCAP Office or MMCAP facilities.

**ADMINISTRATIVE FEE CREDIT.** Distributor will pay an administrative fee on all purchases (minus any credits) by MMCAP facilities. Distributor will submit a summary of all business transacted quarterly under the Contract, along with a check payable to the State of Minnesota Cooperative Purchasing Venture Revolving Fund for an amount equal to 0.5 percent of MMCAP total invoice sales to the MMCAP office. The administrative fee will be paid within 45 days after the end of each quarter.

**MANUFACTURER CONTRACTS.** MMCAP reserves the right to negotiate or contract with manufacturers to establish pricing for products. In the event this occurs, Distributor will supply the products to MMCAP facilities and the final acquisition cost will be no greater than the established MMCAP manufacturer negotiated or contracted price, plus the Distributor contracted service fee.

## **FEES/PRICING**

**SERVICE FEE.** There are no service fees allowed by either Contract Vendor.

**PRODUCTS.** Distributor will provide products at the prices established, plus Distributor's service fee. Prices changes will be sent to State Contacts and posted on the MMCAP as they occur. The list of products may change to accommodate the needs of MMCAP facilities. (Product/Price lists include all service fees)

**GENERAL DISCOUNT.** Distributors have provided a discount for all manufacturers. For all manufacturers not listed in the contract file the general discount is 5 percent for PSS and 10% for McKesson off MSRP (See manufacturer discount list) the service fee is included in all discounts offered. (Updated annually for catalog year)

**SERVICES/PARTS.** PSS has provided a list of all other available services (e.g., equipment repair and calibration, JACHO, CEU credits, product training, etc.). The hourly rate for labor is \$95.00; the discount for parts is 10%.

**BARCODE.** SmartScan Bar codes to be used with [www.MyPSS.com](http://www.MyPSS.com) is available for a one time charge of \$200.00 for SmartScan starter kit (includes one scanner) Additional or replacement scanners if needed are \$150.00

**CUSTOMER SERVICE.** A Distributor representative will closely monitor the start-up phase of the Contract and provide visits to each MMCAP facility as required. Training will be provided to MMCAP facility personnel on the use of the Contract, ordering procedures, management report usage, and any other in-service education programs determined necessary by the MMCAP facility.

Distributor will assign a contact person for MMCAP Office staff relating to the Contract.

Distributor will assign a contact person for MMCAP facilities at each distribution center. The contact person will be at a management/administrative level and have the responsibility, experience, knowledge, and authority to respond to questions and solve operational problems presented by the MMCAP facilities. The contact person's office will be in the distribution center and be readily accessible to MMCAP facilities via toll-free phone line, fax, or e-mail during the business day. The contact person will respond to any question, problem, request, etc., on the same working day it is presented.

Distributor will have knowledgeable customer service representatives who will make on-site visits on a schedule established or requested by the individual MMCAP facilities.

**ORDER PLACEMENT.** Distributor will provide an ordering system/method to each MMCAP facility that allows the option to quickly and accurately order products within the current and future technological capabilities of that facility. The status of each order will be sent to each MMCAP facility on the day the order is placed. The line sequence of such status will match the line sequence of the MMCAP facility's purchase order.

**DELIVERY.** Distributor has sufficient distribution centers to assure prompt and effective delivery of standard and emergency product deliveries to all MMCAP facilities regardless of location and volume.

Distributor will provide a daily order and delivery schedule (Monday through Friday). At a minimum, Distributor will deliver complete orders the next business day. The ordering and delivery schedules will provide late in the day order submission and next-day delivery. A same-day delivery option may be available.

Distributor will establish an emergency ordering procedure that the MMCAP facility can utilize to secure hospital and medical supplies by the most expeditious means available. Distributor provides a 24-hour a day, seven day a week, toll-free telephone number to be used to initiate an emergency order. Customer will be responsible for any special shipping charges when requested by the end user, for example overnight or 2<sup>nd</sup> Day UPS. Distributor will notify the customer before these charges are incurred. Emergency delivery requiring same day delivery requested by the customer will be charged actual freight incurred by the carrier. WE DO NOT PAY FOR Distributor FAILURE TO STOCK NORMALLY ORDERED ITEMS.

**MMCAP REPORTS.** Usage Reports are available at the contract distributor local branch for the end user upon request. Quarterly reports are sent to MMCAP office.

**INVENTORY MANAGEMENT.** Distributor will provide an inventory of contracted products sufficient to meet the needs of the MMCAP facilities from the beginning of the contracting period.

In the event a distribution center is out of stock of an MMCAP-contracted product, Distributor will supply the requested product by the most expeditious means possible.

Distributor will supply only products having a shelf life of greater than six months unless the unique properties of a particular product require shorter dating or upon the approval of the MMCAP facility.

**PSS – RETURN GOODS POLICY:**

1. All returns must be picked up within five working days of notification by the MMCAP facility or at the next delivery, whichever is sooner. Notification is defined as verbal notification, written notification or by electronic means.
2. No restocking charges will be imposed on the return of wrong product, ordered in error and short dating orders.
3. Recalled products: pickup will be within five working days from the date of notification or at the next delivery, whichever is sooner, or as specified in the recall notice.
4. Defective products: pickup will be within five working days from notification of the defect or at the next delivery, whichever is sooner.
5. Damaged products refused on receipt of delivery: the MMCAP facility will notify Distributor of the damaged product. Distributor will replace the damaged product within 24 hours, upon reorder by the MMCAP facility.
6. All credits will be issued within 10 working days of the return of the goods. MMCAP reserves the right to deduct from the invoice all credits that were not issued 10 working days after the return of the goods.
7. Distributor offers instant credits. When a product is returned to the Distributor driver, he or she issues a credit voucher immediately to the purchaser. The information, as well as the product, is processed the same day to credit the account.
8. Return Policy on special order items includes a fee equal to the manufacturers restocking charge.

**MCKESSON RETURN GOODS POLICY:**

1. Returned products must be in saleable condition, be in original package, in full sale unit of measure and product must not be defaced, i.e., handwriting. Products returned after 60 days and up to one year after sale will be assessed a 20% restocking fee. Return freight charges will be deducted from the credit amount, except in cases of McKesson's error. Special orders may not be returned for credit.
2. There are no restocking fees imposed for Vendor errors, but McKesson reserves the right to charge a shipping fee for those products refused by customers returned due to customer order error.
3. McKesson will make every effort to contact customers that have ordered an item that is recalled by the manufacturer. A return will be issued and the item will be picked up as quickly as possible or at the next scheduled delivery day.
4. Products found to be defective the item will be picked up as quickly as possible or at the next delivery day.
5. Products damaged in transit and/or refused by MMCAP facility, McKesson will replace the item as quickly as possible and deliver with the next scheduled standard delivery. Emergency replacements can be requested and will be determined by McKesson and MMCAP facility.
6. Credits for returned products will be reflected on the next business cycle from the date the product is received back by McKesson. MMCAP facilities may determine on which charges to apply the credits.
7. Whenever possible a McKesson fleet truck will pick up returns. Some pick ups are scheduled by common carrier, such as UPS, and are subject to their procedures and policies.

**CONTRACT PRICES. ALL PRICES ARE LOCATED AT [www.mmcap.org](http://www.mmcap.org).**

**CUSTOMERS WILL NEED AN ACCESS CODE TO VIEW THE PRICE LISTS. IF YOU DO NOT HAVE AN ACCESS CODE, CONTACT DOROTHY JOHNSON AT 651.201.2417.**

**REVISIONS:**

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|----------|--|
| 03/09/09 | McKesson Email updated for Email Orders  |
| 03/06/09 | Contracts 432344 and 432345 are extended through September 30, 2009. Contract 432345 is at the same prices, terms and conditions. Contract 432344 has price changes effective April 1, 2009. Vendor 432344 company name updated to McKesson Medical-Surgical Minnesota Supply Inc. |
| 12/10/08 | Changes to vendor contact information for PSS, names and email addresses only.   |
| 11/24/08 | Contract 432344 is amended to allow price increases on gloves only.  |
| 03/20/08 | Contracts 432344 and 432345 are extended through March 31, 2009, at the same terms and conditions and with adjusted prices. Service fees are deleted from both Contracts and may not be added to an invoice.   |
| 12/15/06 | Contract extension and fax number correction for McKesson.   |
| 07/12/06 | Price decrease for PSS SMARTSCAN bar code reader.  |
| 05/17/06 | Changes to vendor contact information and minor corrections only.  |
| 03/21/06 | Contract extended 12 months for both PSS and McKesson. Phone number change for AMS, Usage report notice to end user that they are available from Contract distributor's local branch upon request.   |